



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



December 2, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES  
AND AON CONSULTING, INC. FOR THE DEVELOPMENT AND IMPLEMENTATION  
OF THE SERGEANT SELECTION PROCESS  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to execute the attached sole source Agreement with Aon Consulting, Inc. (Aon), effective on Board approval, to design, develop and implement a legally defensible Sergeant Selection Process for the Los Angeles County Sheriff's Department pursuant to the Bouman v. Baca court orders from date of execution until completed for a total contract sum not to exceed \$498,062.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of this sole source Agreement will allow the Los Angeles County Sheriff's Department (LASD) to comply with the controlling *Bouman* Federal Court order to design, develop and implement a legally defensible selection process for the promotion of sergeants within the Department.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The services to be provided under the Agreement support the County's Strategic Plan Goal No. 3, Organizational Effectiveness. Specifically, this Agreement will enable LASD to provide/implement a legally defensible sergeant selection process.

*A Tradition of Service*

The Honorable Board of Supervisors  
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### **FISCAL IMPACT/FINANCING**

The Sheriff's Department has identified funding in the Department's operating FY 2003-04 Budget. The County's cost for services will not exceed \$498,062 over the term of the proposed Agreement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Bouman court order requires the Los Angeles County Sheriff's Department to develop and implement a legally defensible Sergeant selection process.

The Agreement includes Board, Chief Administrative Office, and County Counsel requirements, including Jury Service, and the Safely Surrendered Baby law.

County Counsel has reviewed and approved this agreement as to form.

### **CONTRACTING PROCESS**

Aon was selected as a sole source contractor, as noted in the Advance Notice, sent to your Board, dated September 4, 2003, (Attachment 1).

### **IMPACT ON CURRENT SERVICES**

The Sheriff's Department is governed by the Bouman court orders and is mandated to develop and implement a legally defensible Sergeant selection process for the next Sergeant's selection process.

### **CONCLUSION**

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of this contract to the Sheriff's Department, Contracts Administration Unit, for further processing.

Respectively submitted,



LEROY D. BACA  
SHERIFF

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
AON CONSULTING, INC.  
FOR  
THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF A  
SERGEANT SELECTION PROCESS**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003 by and between the County of Los Angeles, a political subdivision of the State of California, hereinafter referred to as COUNTY and, Aon Consulting, Inc. (AON), a New Jersey Corporation, doing business in California, hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, the COUNTY is currently a defendant in the pending action entitled, Bouman v. Baca, et al., United States District Court, Central District – California, Case No. CV80-1341 (RMT)(PX) (hereinafter, the “Action”);

WHEREAS, pursuant to the controlling Bouman federal court order, the Los Angeles County Sheriff’s Department is required to develop and implement a legally defensible sergeant selection process;

WHEREAS, pursuant to the controlling Bouman federal court order, the Los Angeles County Sheriff’s Department intends to develop and implement a legally defensible sergeant selection process;

WHEREAS, the CONTRACTOR is a private firm specializing in designing, developing, and implementing among other things legally defensible promotional examinations; and therefore warrants and represents that due to its background and expertise, it is qualified to design, develop, and implement a sergeant selection process in accordance with professionally accepted standards;

WHEREAS, the COUNTY may Contract with private businesses for the design, development, and implementation of a sergeant selection process when certain requirements are met; and

NOW THEREFORE, in consideration of the foregoing Recitals all of which are incorporated as part of this Contract and for good and valuable consideration, the COUNTY and CONTRACTOR agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E1, and E2 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, Deliverable/Service, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work (Dated 10/23/03)
- 1.2 EXHIBIT B - Project Timeline (Dated 10/23/03)
- 1.3 EXHIBIT C - Estimated Hours, Project Fees, and Expenses (Dated 11-05-03)
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E1 - Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.6 EXHIBIT E2 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement

## **2.0 DEFINITIONS**

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Direct Expenses:** Direct Expenses shall mean actual CONTRACTOR expenses incurred as part of the CONTRACTOR's performance of services further described in Exhibit A (Statement of Work), Direct Expenses

cannot exceed those rates provided for in Section 5.40 of the Los Angeles County Ordinance and are delineated more specifically in Exhibit C and include the following: Data entry, data processing, data scanning; Phone and fax expense including conference calls; Media related expenses associated with video taping; Photocopying and materials production; Shipping, postage and delivery; Meeting materials or equipment when not supplied by the Department (e.g. pencils or pens, writing tablets, audio visual equipment, flipchart stands and pads, markers, name tents, masking tape); Travel including airfare, lodging, meals, cab fare, rental car, rental car fuel , parking, mileage (if using non-rental car); Books, manuals or reports that must be purchased solely for the Sergeant selection process project.

- 2.2 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 **Contract Sum:** Amount payable by COUNTY to CONTRACTOR
- 2.4 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.5 **Contractor Project Director:** The individual designated by the CONTRACTOR to ensure CONTRACTOR's compliance with this contract. CONTRACTOR's Project Director shall meet or confer with CONTRACTOR's Project Manager and COUNTY's Project Director on a regular basis in person or via conference call.
- 2.6 **Contractor Project Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award and oversee the day-to-day activities.
- 2.7 **County:** The term "COUNTY" shall mean the County of Los Angeles, California.
- 2.8 **County Project Director:** Person designated by COUNTY to ensure CONTRACTOR's compliance with this CONTRACT.
- 2.9 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract and oversee the day-to-day activities. Responsible for inspections of any and all tasks,

deliverable(s)/service, goods, services and other work provided by Contractor.

- 2.10 **Deliverable/Service(s):** As used herein the term deliverable shall mean an item and/or a service to be provided by CONTRACTOR under this Contract identified in Exhibit A (Statement of Work).
- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Effective Date:** As used herein, the term "Effective Date" shall mean the date of execution of this Contract by COUNTY's Board of Supervisors.
- 2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.14 **SHERIFF:** The elected official for the Los Angeles County Sheriff's Department.
- 2.15 **SUBCONTRACTOR:** The act of the Contractor contracting with other entities to perform work under this Contract.

### 3.0 WORK

CONTRACTOR represents that it shall devote time and attention to the development of said sergeant selection process that meets professional standards and shall be responsible for supervising all aspects of the work performed, as more particularly described in Exhibit A (STATEMENT OF WORK).

- 3.1 CONTRACTOR shall on a timely basis provide, complete, and deliver all Deliverable/Service, including but not limited to any goods, services, and/or other work as set forth in this Contract according to the timeline included in Exhibit B providing that required support is provided by the Sheriff's Department.
- 3.2 If CONTRACTOR provides any Deliverable/Service to COUNTY other than as specified in this Contract, or if CONTRACTOR provides such items requiring COUNTY's prior written approval without first having obtained such written approval, COUNTY shall immediately return said Deliverables/Service(s) to CONTRACTOR and COUNTY shall not be obligated to pay for said Deliverable/Service.

- 3.3 COUNTY reserves the right to reject any Deliverable/Service(s) not approved in writing by COUNTY pursuant to Subsection 3.7 (Approval of Deliverable/Services(s) or other provisions of this Contract.
- 3.4 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverable/service, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.5 The COUNTY retains CONTRACTOR to design, develop and implement a sergeant selection process that meets professionally acceptable standards for the Sheriff. The selection process shall consist of three primary selection instruments, a written test, an appraisal of promotability and an oral interview. Initiation of the design and development through implementation of the selection process shall take approximately 46 weeks. There shall be a post administration period of approximately 10 weeks. Refer to EXHIBIT A, Statement of Work, for a full discussion of the sergeant selection process to be utilized and EXHIBIT B for approximate timeline
- 3.6 If the CONTRACTOR provides any tasks, deliverable/service, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.
- 3.7 **Approval of Deliverable/Service(s)**
- 3.7.1 For any and all Service(s) to be provided by CONTRACTOR to COUNTY, the CONTRACTOR must have the written approval of COUNTY's Project Director or COUNTY's Project Manager. Notwithstanding anything to the contrary in this CONTRACT, in no event shall COUNTY be liable or responsible for any such payment in the absence of and/or prior to such written approval.
- 3.7.2 CONTRACTOR shall provide to the COUNTY's Project Director and COUNTY's Project Manager by the 1<sup>st</sup> of each month the identification of services to be provided for the related time period. For each identification of Service(s) to be provided, COUNTY will provide to CONTRACTOR written approval or disapproval by

COUNTY's Project Director and COUNTY's Project Manager within five (5) BUSINESS days from delivery to COUNTY's Project Director and COUNTY's Project Manager of such, provided that CONTRACTOR provides COUNTY's Project Director and COUNTY's Project Manager with a written notice simultaneously with the delivery of such identification of Service(s) to be provided, specifying the date on which such was delivered to COUNTY's Project Director and COUNTY's Project Manager and specifying the last date for COUNTY's written approval or disapproval of such identification of Service(s).

- 3.7.3 COUNTY's Project Director shall determine if there is any discrepancy between the date specified by CONTRACTOR for COUNTY's approval or disapproval and the time limit set forth in this Subsection 3.7 for such approval or disapproval, and the determination of COUNTY's Project Director as to the correct date shall be final, subject to 8.29 (Dispute Resolution Procedure).
- 3.7.4 Any written notice of disapproval from COUNTY's Project Director or COUNTY's Project Manager which specifies one or more bases for disapproval shall not be deemed or construed to constitute an exhaustive itemization of the bases for such disapproval, and shall not limit in any manner at any time prior to any written approval of such identification of Service(s) by COUNTY's Project Director and/or COUNTY's Project Manager, COUNTY's rights subsequently to disapprove such identification of Service(s) to be performed on the same basis and/or on another basis.
- 3.7.5 Notwithstanding any provision to the contrary, any failure to provide and/or delay in providing written approval or disapproval by the COUNTY of any Deliverable/Service(s) shall not be deemed to be an approval and/or a waiver of the right to disapprove.
- 3.7.6 COUNTY shall approve any identification of Service(s) to be performed consistent with the provisions of this Subsection 3.7.6, and if and upon:



- A. The Service(s) strictly complies with its completion and functional criteria in this Agreement; and
- B. Where applicable, after the Court's approval in the Action.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence upon execution by the COUNTY's Board of Supervisors and shall continue until completed.
- 4.2 When CONTRACTOR has achieved completion of all tasks, deliverables, services, goods, and other work as required pursuant to this CONTRACT, CONTRACTOR shall issue Sheriff's Project Director a letter of project completion. The term of this CONTRACT shall terminate upon the date on which the Sheriff issues CONTRACTOR a letter of COUNTY's agreement of CONTRACTOR's project completion.

#### **5.0 CONTRACT SUM, RATES AND CHARGES**

- 5.1 General: The total monetary amount payable by COUNTY to CONTRACTOR under this Agreement, including all applicable taxes, shall not exceed four hundred ninety eight thousand sixty-two dollars (\$498,062), the "Maximum Contract Sum". The Maximum Contract Sum, inclusive of all applicable taxes, is itemized as follows:
  - A. Professional Fees, at a maximum payable amount of three hundred seventy seven thousand three hundred twenty dollars (\$377,320.00);
  - B. Direct Expenses at a maximum payable amount of eight three thousand ten dollars (\$83,010);
  - C. Contingency Fund at a maximum payable amount of thirty seven thousand seven hundred thirty two dollars (\$37,732.00) for new and other consideration in the event that a Bouman monitor or class counsel requires work to be done to satisfy Bouman mandates that is not currently foreseeable or set forth in Exhibit A (Statement of Work), which the COUNTY's Project Director shall have the delegated authority to spend by change notice under Section 8.4 (Change Notices and

Amendments), subject to the advance written approval by the Office of the County Counsel.

5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to provide documentation, and that will allow CONTRACTOR to determine when it has incurred the amount of the total contract incurred, along with each monthly invoice.

5.4 No Payment for Services Provided Following Completion or Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any deliverable and/or service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for deliverable/service and/or services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

CONTRACTOR shall invoice COUNTY on a monthly basis for Deliverables/Service(s), which have been provided by CONTRACTOR in the preceding month. All invoices for payment shall be subject to COUNTY's approval pursuant to Subsection 5.6 below. CONTRACTOR shall prepare invoices that shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. All invoices under this Contract shall be submitted to the following address:

Original to: Los Angeles County Sheriff's Department  
Personnel Administration  
101 Centre Plaza Drive  
Attn: County's Project Director: Robert C. Lindsey  
Monterey Park, California 91754-2169

- 5.6 Each invoice submitted by CONTRACTOR shall include:
1. Description of the service(s) performed for which payment is claimed;
  2. The date of written approval of each Service(s) performed by COUNTY's Project Director and COUNTY's Project Manager pursuant to Section 3.7 (Approval of Deliverables/Service(s));
  3. Indication of any applicable withhold amount for payments claimed or reversals thereof; and
  4. Indication of any applicable credits due COUNTY under the terms of this Contract or reversals thereof.

5.7 Unless COUNTY notifies CONTRACTOR within fifteen (15) days from receipt by COUNTY of an invoice for fees and/or expenses hereunder that COUNTY in good faith reasonably disputes any or all of the fees and/or expenses billed in the invoice, payment shall be due within a total of thirty (30) days of receipt of said invoice.

5.8 If COUNTY, in good faith, disputes any or all of the fee or expenses billed for services performed, COUNTY shall pay all fees and expenses not in dispute and shall provide CONTRACTOR with a written explanation of the basis for such dispute within the time period described herein.

5.9 Sales/Use Tax

The Contract Sum listed in Section 5.0 of this Contract shall be deemed to include all amounts necessary for COUNTY to reimburse CONTRACTOR for all applicable California sales/use tax pursuant to or otherwise due as a result of this Contract. All California sales/use taxes shall be paid directly by CONTRACTOR to the State.

5.9.1 The CONTRACTOR's invoices shall be priced in accordance with Exhibit C – Estimated Hours, Project Fees, and Expenses.

5.9.2 The CONTRACTOR's invoices shall adhere to the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

#### **6.1 COUNTY's Project Director**

The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses of COUNTY's Project Director.

6.1.1 COUNTY'S Project Director shall be the following person:

Robert C. Lindsey, Captain  
Director of Personnel Administration  
Los Angeles County Sheriff's Department  
101 Centre Plaza Drive  
Monterey Park, California 91754-2169  
Phone No.: (323) 981-5843  
Fax No.: (323) 415-0181  
Email: rclindse@lasd.org

Responsibilities of the COUNTY's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- providing required resources to CONTRACTOR from the Sheriff's Department as specified in the Statement of Work (Exhibit A).
- notifying the CONTRACTOR in writing of any change in the name or address of COUNTY's Project Director.
- having the right, upon having given reasonable notice, to inspect any and all tasks, deliverable/service, goods, services, and/or other work provided by or on behalf of CONTRACTOR.

- COUNTY' s Project Director is not authorized to make any changes in any of the terms and conditions, including the Scope of Work, of this CONTRACT and is not authorized to further obligate COUNTY in any respect whatsoever.

## **6.2 COUNTY's Project Manager**

6.2.1 COUNTY'S Project Manager shall be the following person:

Michael L. Stine  
 Personnel Administration  
 Los Angeles County Sheriff's Department  
 101 Centre Plaza Drive  
 Monterey Park, California 91754-2169  
 Phone No.: (323) 981-5909 or (213) 500-1743  
 Fax No.: (323) 415-6593  
 Email: mlstine@lasd.org

The responsibilities of the COUNTY's Project Manager include:

- responsibility for overseeing the day-to-day administration of this Contract.
- meeting with CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverable/service, goods, services, or other work provided by or on behalf of CONTRACTOR;
- advising the COUNTY's Project Director as to CONTRACTOR'S performance.
- notifying the CONTRACTOR in writing of any change in the name or address of COUNTY's Project Manager.
- The COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this contract, including the Scope of Work, and is not authorized to further obligate COUNTY in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Project Director**

7.1.1 CONTRACTOR's Project Director shall be the following person (s), who shall be a full-time employee of CONTRACTOR:

Name: Jeffrey C. Quinn, Senior Vice President  
Address: Aon Consulting, Inc.  
232 South Rimpau Boulevard  
Los Angeles, California 90004  
  
Phone No.: (323) 938-5770  
Fax No.: (323) 939-4600  
Email: jeff\_quinn@aoncons.com

7.1.2 CONTRACTOR's Project Director shall be responsible for CONTRACTOR's performance of all its tasks and ensuring CONTRACTOR's compliance with this Contract.

## **7.2 Contractor's Project Manager**

7.2.1 CONTRACTOR's Project Manager shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager and shall be the following person (s), who shall be a full-time employee of CONTRACTOR:

Veronica Schmidt Harvey, Senior Vice President  
AON Consulting, Inc.  
1330 Post Oak Boulevard, Suite 900  
Houston, Texas 77056

Phone No.: (832) 476-5747  
Fax No.: (832) 476-5600  
Email: Veronica\_S\_Harvey@aoncons.com

7.2.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Project Manager on a regular basis.

## **7.3 Approval of Contractor's Staff**

7.3.1 COUNTY has the right to reasonably request approval or disapproval of each member or proposed member of CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager, prior to, and during, their performing any work hereunder, as well as so reasonably approving or disapproving any proposed deletions from or other changes in such staff. COUNTY's Project

Director may reasonably request replacement of any member of CONTRACTOR's staff performing, or offering to perform, work hereunder, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager. For CONTRACTOR's key personnel, as defined in this Subsection 7.3, CONTRACTOR shall provide COUNTY with a resume of each such proposed initial staff member, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager, and proposed substitute and an opportunity to interview such person prior to his or her performing any work hereunder.

7.3.2 For purposes of this Subsection 7.3., CONTRACTOR's key personnel shall mean the following positions: (a) CONTRACTOR's Project Director; (b) CONTRACTOR's Project Manager; (c) other key personnel as expressly stated in Subsection 7.3.3.

7.3.3 The following persons shall be provided by CONTRACTOR and are hereby approved as of the Effective Date by COUNTY in the following key personnel roles:

<u>Key Role</u>	<u>Individual</u>
Project Director	Jeff Quinn
Project Manager	Veronica S. Harvey
Technical Advisor	Bruce Ashton
Consulting Staff	Neil Schulman
Consulting Staff	Theresa McNelly
Consulting Staff	Josh Sacco
Consulting Staff	Jessica Kane
Project Coordinator	Andreas Sprecher
Project Coordinator	Ruth Sunker

7.3.4 CONTRACTOR represents and warrants that it shall take all reasonably necessary steps to assure continuity over time of the membership of the group constituting CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager.

7.3.5 CONTRACTOR shall promptly fill any staff vacancy with qualified personnel.

- 7.3.6 In fulfillment of its responsibilities under this Contract, CONTRACTOR shall utilize, and permit utilization of, only qualified staff and as appropriate, licensed, or certified, in the technology, trades, and/or tasks required by this Contract.
- 7.3.7 CONTRACTOR shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including, without limitation, as required to comply with the Contract.
- 7.3.8 In the event CONTRACTOR should ever need to remove any staff from performing work under this Contract, CONTRACTOR shall provide COUNTY with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with COUNTY on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.


#### **7.4 Contractor's Staff Identification**

- 7.4.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.4.2 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.
- 7.4.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy



the CONTRACTOR's staff COUNTY photo identification badge at the time of removal from working on the Contract.

## **7.5 Background and Security Investigations**

- 7.5.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited, to fingerprinting. 
- 7.5.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract, if the individual fails the background investigation. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 7.5.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 7.5.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subparagraph 7.5, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.6.2 The CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the

confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", Exhibit E1.

7.6.3 The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit E2.

7.6.4 CONTRACTOR shall indemnify and hold harmless COUNTY, its officers, employees, and agents from and against any and all loss, damage, liability, and expense, including but not limited to, defense costs arising directly from any negligent disclosure of such records and information by CONTRACTOR, its officers, employees, or agents, except for any disclosure authorized by this Section.

7.6.5 COUNTY shall indemnify and hold harmless CONTRACTOR, its officers, employees and agents from and against any and all loss, damage, liability, and expense, including but not limited to defense costs arising directly from any negligent disclosure of such records and information by COUNTY, its officers, employees or agents, except for any disclosure authorized by this section.

## **8.0 TERMS AND CONDITIONS**

### **8.1 Prohibition Against Assignment and Delegation**

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the COUNTY. Any unapproved assignment or delegation shall be null and void. Any payments by the COUNTY's Sheriff's Department to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance

of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.

## **8.2 Authorization Warranty**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **8.3 Budget Reductions**

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to request that CONTRACTOR reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under the Contract. The CONTRACTOR has the right to accept COUNTY's request, negotiate the request to the satisfaction of both parties or to terminate the CONTRACT. The COUNTY's notice to the CONTRACTOR regarding said reduction request in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

## **8.4 Change Notices and Amendments**


8.4.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the Scope of Work, Term, Contract Sum, or Payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by the COUNTY's Project Manager.

- 8.4.2 For any change that affects the Scope of Work, Term, Contract Sum, Payments, or any term or condition included under this Contract, an Amendment shall be prepared and presented to the Board of Supervisors for execution.
- 8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and presented to the CONTRACTOR for execution.
- 8.4.4 Notwithstanding Section 8.4 for any new and other consideration, a Change Notice shall be prepared and effective upon execution by CONTRACTOR's Project Manager and COUNTY's Project Director, and County Counsel. However, in the absence of written approval by County Counsel, Sheriff shall comply with the requirements of Section 8.4 above. In no event shall any Change Notice executed under this Subsection 8.4.4 increase the Maximum Contract Sum.

## **8.5 Compliance with Applicable Law**

- 8.5.1 Prior to commencing work under this Contract or as soon as practical thereafter, COUNTY shall provide CONTRACTOR with all applicable rules, regulations, ordinances, guidelines, and directives applicable to CONTRACTOR's performance under this Contract. CONTRACTOR's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. CONTRACTOR shall have up to thirty (30) days to correct any noncompliance with COUNTY rules, regulations, ordinances, following written notice from COUNTY, including written copies of

such applicable rules, regulations, ordinances, guidelines, and/or directives.

8.5.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, including but not limited to claims, demands, damages, losses, costs, and/or expenses, except for any consequential, incidental expenses, or punitive damages, interest and attorney fees, arising from or directly caused by any violation on the part of CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subsection 8.5.2 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, said defense shall be at CONTRACTOR's direction. 

8.5.3 COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its officers, employees and agents from and against any and all liability, including but not limited to claims, demands, damages, losses, costs, and/or expenses, arising from or directly caused by any violation on the part of COUNTY, its employees or agents of any such laws, rules regulations, or ordinances. Any such legal defense pursuant to COUNTY's indemnification obligations under this Subsection 8.5.3 shall be conducted by COUNTY and performed by counsel selected by COUNTY and approved by CONTRACTOR'S (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, CONTRACTOR'S shall have the right to participate in any such defense at its sole cost and expense.

## **8.6 Compliance with Civil Rights Laws**

The CONTRACTOR hereby assures that it will comply with Title VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit D - Contractor's EEO Certification.

## **8.7 Compliance with the County's Jury Service Program**

### **8.7.1 Jury Service Program:**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

### **8.7.2 Written Employee Jury Service Policy.**

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a subcontract with a COUNTY

CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

- 8.8.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR's or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR's, who may financially benefit from the performance of work hereunder, shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 8.8.2 COUNTY shall provide to CONTRACTOR all conflict of interest ordinances and regulations now in effect or as soon as practicable after enacted. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.



## **8.9 Consideration of Hiring County Employees Targeted for Layoff /or Re-Employment List**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

## **8.10 Consideration of Hiring Gain/Grow Program Participants**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **8.11 Contractor's Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

### **8.11.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires

information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on any COUNTY Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

#### 8.11.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### 8.11.4 Contractor Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit

evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

**8.12 Contractor's Acknowledgement of County's Commitment to Child Support Enforcement**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Child Support Services Department will supply the CONTRACTOR with the poster to be used.

**8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's

Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Purchase Order or Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include

improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty days (30) after the occurrence unless agreed to by both parties.

8.16.2 If CONTRACTOR fails to make timely repairs, COUNTY shall notify CONTRACTOR in writing that COUNTY intends to make any necessary repairs and the cost of said repairs. CONTRACTOR shall have fifteen (15) days from said notification to make repairs. If CONTRACTOR fails to make said repairs, COUNTY may make any necessary repairs. All reasonable costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand, or without limitation, of all COUNTY's other rights and remedies provided by law or under this Contract, COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY under this Contract.

#### **8.17 Employment Eligibility Verification**

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment

eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, including but not limited to claims, demands, damages, losses, fees (including attorney's fees), costs, and expenses, arising out of or in connection with any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder to the extent that such charges are directly the result of CONTRACTOR's conduct. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as required by law or this Contract, COUNTY shall be entitled to reimbursement for all such costs and expenses.

#### **8.18 Facsimile Representations**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and

Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

#### **8.19 Fair Labor Standards**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys’ fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR’s employees for which the COUNTY may be found jointly or solely liable.

#### **8.20 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California applicable to Contracts made and to be performed within that State. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which CONTRACTOR agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California.

#### **8.21 Independent Contractor Status**

8.21.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the

CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 8.21.4 As previously instructed in Sub-paragraph 7.6 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit E1. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit E2.

## **8.22 Indemnification**

- 8.22.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its districts administered by COUNTY, and their elected and appointed officers, employees, and agents (hereafter for purposes of this Section 8.22 "COUNTY) from and against any and



all liability, including but not limited to any claim, demand, action, proceeding, damage, loss, costs, and/or expenses, (including attorney and expert witness fees), arising from or directly connected with CONTRACTOR and/or CONTRACTOR's Subcontractor(s) negligent acts and/or negligent omissions or wilful misconduct in the course of CONTRACTOR's performance of this CONTRACT.

8.22.2 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its officers, employees and agents (hereinafter for purposes of this Section 8.22 "CONTRACTOR") from and against any and all liability, including but not limited to any claim, demand, action, proceeding, damage, loss, costs, and/or expenses, (including attorney and expert witness fees), arising from or directly connected with COUNTY's negligent acts and/or negligent omissions or willful misconduct in the course of CONTRACTOR's performance of this CONTRACT.

## **8.23 General Insurance Requirements**

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, 2<sup>nd</sup> Floor West  
Monterey Park, California 91754-2169

Attention: Manager, Contracts Administration Unit  
prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clear evidence all coverage required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from

sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims, or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.23.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract to meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors proof that subcontractors maintain the required

insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.24 Insurance Coverage Requirements**

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired,” and “non-owned” vehicles, or coverage for “any auto.”

8.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.3 Professional Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$3 Million
Each Occurrence:	\$1 million

## **8.25 Most Favored Public Entity**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract (i.e., specifically that a three stage Sergeant selection procedure, that involves updating and refining existing written test materials that has already been pre-validated in the past, where applicant norms are known, where the client staff is already well versed in the basics of test validation and have already had hands-on experience in administration of a sergeant selection process within the last two calendar years, where client staff will assume the majority of coordinative and administrative tasks associated with the development and administration of the exam process, where at least 1500 but no more than 3500 applicants are expected to apply up front, and where applicant norms are known for the interview and Assessment of Promotion assessment devices that are no older than two years and where staff who provided interview ratings followed a behaviorally based interview structure and were formally trained and certified as interviewers in the behaviorally-based interviewing technique), then such lower prices shall be immediately extended to the COUNTY.

## **8.26 Nondiscrimination And Affirmative Action**

- 8.26.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.26.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.26.3 The CONTRACTOR shall take affirmative action to ensure that employees are treated during employment, without regard to race,

color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.26.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.26.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.26.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's relevant and related employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.26 when so requested by the COUNTY.
- 8.26.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.26 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the

Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.26.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.27 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict the COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

#### **8.28 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.29 Dispute Resolution Procedure**

8.29.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes that may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 8.29

8.29.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY, in its sole discretion, determines should be delayed

as a result of such dispute and except if COUNTY has not paid CONTRACTOR for services rendered. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

8.29.3 If CONTRACTOR fails to continue without delay its performance hereunder for any reason other than non-payment by COUNTY, which COUNTY, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by CONTRACTOR or COUNTY as a result of CONTRACTOR's failure to continue to so perform shall be borne by CONTRACTOR, and CONTRACTOR shall make no claim whatsoever against COUNTY for such costs. CONTRACTOR shall promptly reimburse COUNTY for such COUNTY costs, as determined by COUNTY, or COUNTY may deduct all such additional costs from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise.

8.29.4 If COUNTY fails to continue without delay to perform its responsibilities under this Contract which CONTRACTOR, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by CONTRACTOR or COUNTY as a result of COUNTY's failure to continue to so perform shall be borne by COUNTY, and COUNTY shall make no claim whatsoever against CONTRACTOR for such costs. COUNTY shall promptly reimburse CONTRACTOR for all such additional CONTRACTOR costs subject to the reasonable written approval of such costs by COUNTY.

8.29.5 In the event of any dispute between the parties with respect to this Contract, CONTRACTOR, and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

8.29.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall be



immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

8.29.7 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

8.29.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 8.29, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting, by telephone, or in writing by exchange of correspondence.

8.29.9 Notwithstanding any other provision of this Contract, COUNTY's right to terminate this Contract pursuant to Section 8.45 (Termination for Insolvency), Section 8.43 (Termination for Default), Section 8.42 (Termination for Convenience), or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Sections 8.33 (Proprietary Considerations) and 7.6 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of COUNTY's rights, and shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such claims after any such termination or such injunctive relief has been obtained.

### **8.30 Notice to Employees Regarding the Federal Earned Income Credit**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.31 Notice to Employees Regarding the Safely Surrendered Baby Law**

The CONTRACTOR shall notify and provide to its employees working on this Contract or in the State of California, and shall require each subcontractor to notify and provide to its employees working on this Contract or in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes

#### **8.31.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTOR to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of Business. The CONTRACTOR will also encourage its subcontractors, if any, post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the Contract with the poster call (213) 351-5886.

### **8.32 Notices**

All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, or (2) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, and addressed as follows:

If to COUNTY:

Los Angeles County Sheriff's Department  
Personnel Administration  
101 Centre Plaza Drive  
Monterey Park, CA 91754-2169  
Attention: Captain Robert Lindsey  
Facsimile: (323) 415-0181  
Electronic Mail: [rcindse@lasd.org](mailto:rcindse@lasd.org)

Copy:

Los Angeles County Sheriff's Department  
Sheriff's Administrative Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754-2169  
Attention: Mary Wickham  
Electronic Mail: [mwickham@counsel.co.la.ca.us](mailto:mwickham@counsel.co.la.ca.us)

If to CONTRACTOR:

Jeff Quinn, Senior Vice President  
AON Consulting, Inc.  
232 South Rimpau Boulevard  
Los Angeles, California 90004  
Facsimile: (323) 939-4600  
Electronic Mail: [jeff\\_quinn@aonscon.com](mailto:jeff_quinn@aonscon.com)

And

Veronica Schmidt Harvey, Senior Vice President  
AON Consulting, Inc.  
1330 Post Oak Boulevard, Suite 900  
Houston, Texas 77056  
Phone: (832) 476-5747  
Facsimile: (832) 476-5600  
Electronic Mail: [Veronica\\_S\\_Harvey@aoncons.com](mailto:Veronica_S_Harvey@aoncons.com)

Notices shall be deemed given at the time of signed receipt in the case of hand delivery, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party given ten (10) days prior written notice thereof to the other party.

The Sheriff shall have the authority to issue all notices and demands that are required or permitted by COUNTY under this Contract.

### **8.33 Proprietary Considerations**

8.33.1 CONTRACTOR and COUNTY agree that each party shall own all rights, title, and interest in any and all of its proprietary ideas, concepts, expertise, programs, systems, methodologies, data or other material that it acquired or developed prior to this Contract. The tangible form of all work performed under the Contract shall be the exclusive property of the COUNTY and all copyrights, patent rights, trade secret rights, title, interest, and other proprietary rights therein (collectively, "Rights") in and to such work shall be the sole property of COUNTY. CONTRACTOR hereby assigns and transfers to COUNTY any and all CONTRACTOR's rights in and to all such materials developed under this CONTRACT, provided that notwithstanding such COUNTY ownership, CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and for a minimum of five (5) years subsequent to the term of this CONTRACT, CONTRACTOR shall retain any and all such materials. COUNTY shall have the right, at its sole expense, to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.33.2 Upon request of COUNTY, CONTRACTOR shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in, COUNTY, all CONTRACTOR's rights in and to the materials, including, but not limited to, all copyrights, patents, and trade secret rights. COUNTY shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY's right, title, and interest, including, but not limited to, copyrights and patents, in and to the materials.

8.33.3 As requested in writing by COUNTY's Project Director, CONTRACTOR shall affix the following notice to materials developed under this Contract. "Copyright 2003 (or such other date

of first publication), County of Los Angeles. All Rights Reserved.”  
CONTRACTOR shall affix such notice as directed by COUNTY.

8.33.4 During the term of this Contract and for five (5) years thereafter, CONTRACTOR shall maintain and provide reasonable security for all CONTRACTOR’s working papers prepared under this Contract.

8.33.5 COUNTY acknowledges that the materials may contain general know-how and prior intellectual property of CONTRACTOR that is used or usable by CONTRACTOR in connection with provision of products and services to other persons, firms, and entities. Accordingly, COUNTY agrees that CONTRACTOR may use all such know-how and prior intellectual property in connection with provision of products and services to others. All rights in such general know-how, including but not limited to utility routines, generalized interfaces, algorithms, ideas, techniques, concepts, proprietary processes, tools, methodologies and improvements thereon, shall continue to vest in CONTRACTOR. Should such general know how and prior intellectual property form a part of the materials, CONTRACTOR grants to COUNTY nonexclusive and perpetual license to use such intellectual property to enable COUNTY’s internal use of such materials at no cost to COUNTY. All data or other materials furnished by COUNTY for use by CONTRACTOR under this Contract shall remain the sole property of COUNTY and will be held in confidence in accordance with this Contract. Upon COUNTY’s request, such materials will be returned to COUNTY upon completion of materials.

8.33.6 CONTRACTOR hereby grants to COUNTY, for SHERIFF’s use, a non-exclusive license to use, modify, and/or reproduce any and all materials described in Subsection 8.33.1, which license is irrevocable, perpetual, nonexclusive, non-terminable, and no-cost to COUNTY. COUNTY hereby grants to CONTRACTOR, for CONTRACTOR’s use non-exclusive license to use, modify, and/or reproduce any and all materials described in Subsection 8.33.1,

which license is irrevocable, perpetual, nonexclusive, non-terminable, and no-cost to CONTRACTOR.

8.33.7 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute, or disclose to non-COUNTY entities (other than outside counsel or CONTRACTOR(s) on the Bouman v. Baca action and related matters, subject to non-disclosure Contract(s) CONTRACTOR's proprietary and confidential material, without the prior written permission of CONTRACTOR or as required by law or pursuant to Section 8.29 (Dispute Resolution Procedure).

8.33.8 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under this Contract for:

- A. Any of CONTRACTOR's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends required pursuant to Subsection 8.33;
- B. Any materials covered under Subsection 8.33; and
- C. Any disclosure of any materials which COUNTY is required to make under the California Public Records Act or otherwise by law.

8.33.9 CONTRACTOR and COUNTY shall protect the security of and keep confidential all materials obtained or developed under this Contract. Further, CONTRACTOR and COUNTY shall use whatever security measures are reasonably necessary to protect all such materials from loss or damage by any cause, including, but not limited to, fire and theft.

#### **8.34 Patent, Copyright, & Trade Secret Indemnification**

8.34.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, including but not limited to claims, demands, damages, losses, fees (including attorney and expert witness fees), costs, and expenses, for or by reason of any actual or alleged infringement of any patent or copyright,

and/or any actual or alleged trade secret disclosure or misappropriation, directly arising from and/or caused by any Deliverable/Service(s) and/or utilization of CONTRACTOR's work under this Contract (hereafter collectively referred to as "Infringement Claim") other than any Infringement Claim arising from or relating to any unauthorized modification or unauthorized use of the Deliverable by COUNTY subsequent to CONTRACTOR's delivery to COUNTY of any such Deliverable.

8.34.2 Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 8.34 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR. Notwithstanding the COUNTY's right to participate in any resolution of a matter defended by the CONTRACTOR, said defense shall be at the CONTRACTOR's direction.

8.34.3 Without limiting the foregoing, in the event COUNTY's Project Director becomes aware that ongoing use of any Deliverable/Service(s), or any part of them, is the subject of any Infringement Claim that might preclude or impair COUNTY's use of the Deliverable/Service (e.g., injunctive relief), or that COUNTY's continued use of the Deliverable/Service may subject it to punitive damages or statutory penalties or other costs or expenses, COUNTY shall give written notice to CONTRACTOR of such fact(s). Upon notice of such facts, CONTRACTOR shall, at no cost to COUNTY, either (1) procure the right, by license or otherwise, for COUNTY to continue to use the Deliverable/Service), or (2) to the extent CONTRACTOR is unable to procure such right, then CONTRACTOR shall replace and/or modify the Deliverable/Service, in COUNTY's determination, to become non-infringing, non-misappropriating, and/or non-disclosing. If CONTRACTOR fails to complete the remedial acts set forth above within thirty (30) days of the date of the written notice from COUNTY, COUNTY shall have the right to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Deliverable/Service or damages or other costs or expenses (hereafter referred to as "COUNTY's Remedial Acts"). CONTRACTOR shall indemnify COUNTY for all amounts paid and all direct and indirect costs associated with COUNTY's Remedial Acts. Failure by CONTRACTOR to pay such amounts and costs within thirty (30) days of

invoice by COUNTY shall, in addition to, and cumulative to all other remedies entitle COUNTY to immediately withhold payments due to CONTRACTOR under this Contract up to the total of the amounts and costs paid in connection with COUNTY's Remedial Acts.

8.34.4 The indemnification for Infringement Claims shall not apply if any infringement claim is based upon the use of a Deliverable/Service(s) in connection with equipment, software, or devices not authorized by CONTRACTOR, on in a manner for which the Deliverable/Service(s) was not designed, or where the Deliverable/Service(s) has been modified by COUNTY or for COUNTY by someone other than CONTRACTOR in a manner to become infringing.

### **8.35 Hiring of Employees**

CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager, or other employee, within the meaning of the base document at Subsection 7.3. (Approval of CONTRACTOR's Staff) of the other party to become an employee or agent. Notwithstanding the foregoing, COUNTY shall be entitled to make offers of employment to employees of CONTRACTOR necessary or desirable to perform work described in this Contract, in the event that: (1) COUNTY has the right to terminate this Contract pursuant to Section 8.45 (Termination for Insolvency), (2) this Contract is terminated by COUNTY due to CONTRACTOR's default pursuant to Section 8.43 (Termination for Default), or (3) CONTRACTOR and COUNTY have followed the dispute resolution procedure set forth in Section 8.29 (Dispute Resolution Procedure), and have otherwise exhausted other administrative remedies, if any, as determined by COUNTY.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect



CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Disclosure of Information**

8.37.1 CONTRACTOR shall not disclose any terms or conditions of, or any circumstances or events which occur during the performance of this Contract to any person or entity except as may be otherwise provided herein or required by law. In the event CONTRACTOR receives any court or administrative agency order, services of process, or request by any person or entity (other than CONTRACTOR's professionals) for disclosure of any such details, CONTRACTOR shall comply with such order, process, or request. Notwithstanding the preceding sentence, to the extent permitted by law, CONTRACTOR shall cooperate with COUNTY to obtain relief from such obligations. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself,

COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- A. CONTRACTOR shall develop all publicity material in a professional manner; and
- B. During the term of this Contract, CONTRACTOR shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of the COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent; and
- C. CONTRACTOR may, without prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

8.37.2 Notwithstanding any other provision of this Contract, either party may disclose information about the other which (1) is lawfully in the public domain at the time of disclosure, (2) is or becomes publicly disclosed or enters the public domain through no fault of the parties;(3) is already in a party/or the parties possession free of any confidentiality provision with respect thereto at time of disclosure;(4) is disclosed with the prior written approval of the party to which such information pertains, or (5) is required by law to be disclosed.

### **8.38 Record Retention and Inspection/Audit Settlement**

8.38.1 The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the completion or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the

difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

#### **8.39 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.40 Subcontracting**

8.40.1 COUNTY has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of CONTRACTOR itself. Consequently, no performance of this Contract, or any portion thereof, shall be subcontracted by CONTRACTOR without the prior written consent of COUNTY as provided in this Section 8.40. COUNTY shall not be obligated to pay for any work performed by Subcontractor without the COUNTY's prior written consent. If COUNTY determines that CONTRACTOR has entered into an Contract with a subcontractor without the permission of the COUNTY, COUNTY shall notify CONTRACTOR immediately, in writing and allow CONTRACTOR thirty (30) days to remedy said breach. If CONTRACTOR fails to remedy said breach within thirty (30) days CONTRACTOR's actions shall constitute a material

breach of this Contract, upon which COUNTY may immediately terminate this Contract.

8.40.2 If CONTRACTOR desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Contract, CONTRACTOR shall make a written request to COUNTY for written approval to enter into the particular subcontract. CONTRACTOR's request to COUNTY shall include:

- a. The reason(s) for the particular subcontract;
- b. A detailed description of the work to be performed by the proposed Subcontractor;
- c. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected;
- d. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions contained in this Contract;
- e. A Certificate of Insurance from the proposed Subcontractor which establishes that the Subcontractor maintains all the programs of insurance required of CONTRACTOR under the Contract; and
- f. Any other information and/or certifications requested by COUNTY.

8.40.3 COUNTY will review CONTRACTOR's request to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

8.40.4 Notwithstanding any COUNTY consent to any subcontracting, CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform, all work required hereunder, and no subcontract shall bind or purport to bind COUNTY. Further, COUNTY approval of any subcontract shall not be construed to limit in any way CONTRACTOR's performance, obligations, or responsibilities, to COUNTY, nor shall such approval limit in any way any of COUNTY's

rights or remedies contained in this Contract. Additionally, COUNTY approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Contract.

8.40.5 In the event that COUNTY consents to any subcontracting, such consent shall be subject to COUNTY's right to give reasonable prior and continuing approval of any and all Subcontractor personnel providing services under such subcontract. CONTRACTOR shall assure that any Subcontractor personnel not approved in writing by COUNTY shall, upon COUNTY's request, be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by COUNTY. Further, in the event that COUNTY consents to any subcontracting, and if COUNTY determines that subcontractor is in material breach of the Contract, COUNTY shall notify CONTRACTOR in writing and allow CONTRACTOR 30 days to remedy said breach. If CONTRACTOR fails to remedy said breach within 30 days COUNTY shall have the right to terminate, in whole or in part, said subcontract upon written notice to CONTRACTOR. COUNTY shall not be liable or responsible in any way to CONTRACTOR, to any Subcontractor, or to any officers, employees, or agents of CONTRACTOR or any Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees, in any way arising from or related to COUNTY's exercise of such rights.

8.40.6 In the event that COUNTY consents to any subcontracting, the Subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of this Contract and any Amendment hereto, provided that COUNTY's Project Director shall have the right to waive the

requirement that a particular Subcontractor assume and be bound by specified provisions of this Contract and any Amendment hereto.

8.40.7 In the event that COUNTY consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 8.40 or a blanket consent to any further subcontracting.

8.40.8 Sheriff is hereby authorized to act for and on behalf of COUNTY pursuant to this Section 8.40 including, but not limited to, consenting to any subcontracting.

8.40.9 CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to any and all Subcontractor(s) and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractor and/or its officers, employees, or agents.

8.40.10 CONTRACTOR shall deliver to COUNTY's Project Director a fully executed copy of each subcontract entered into by CONTRACTOR pursuant to this Section 8.40, on or immediately after the effective date of the subcontract, but in no event later than the date any work is performed under the subcontract.

8.40.11 In the event that COUNTY consents to any subcontracting, CONTRACTOR shall obtain an executed Subcontractor Employee Acknowledgment and Confidentiality Agreement substantially similar to Exhibit E (CONTRACTOR Employee Acknowledgment and Confidentiality Agreement) for each of Subcontractor's employees performing work under the subcontract. Such Contract(s) shall be delivered to COUNTY's Project Director on or immediately after the effective date of the particular subcontract, but in no event later than the date any such employee performs work under the subcontract.

#### **8.41 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default.

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.



## **8.43 Termination for Default**

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any of the following circumstances:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable/service, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity,

acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.

8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.43.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated

damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-3 8.22 - Indemnification.

- 8.43.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR,

shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 Waiver**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 Warranty Against Contingent Fees**

- 8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**CONTRACT FOR THE DESIGN, DEVELOPMENT AND  
IMPLEMENTATION OF A SERGEANT SELECTION PROCESS**

**AUTHORIZATION**

**IN WITNESS WHEREOF**, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof.

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of  
Board of Supervisors

AON CONSULTING, INC.

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

LLOYED W. PELLMAN  
County Counsel

By: \_\_\_\_\_  
Senior Deputy, County Counsel

# **CONTRACT FOR THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A SERGEANT SELECTION PROCESS**

## **EXHIBIT A STATEMENT OF WORK**

AON Consulting welcomes the opportunity to submit this proposal for the Los Angeles County Sheriff's Department 2003 Sergeant Selection Process. We believe that our experience in working with the Los Angeles County Sheriff's Department for the 2000 Sergeant Selection Process makes us uniquely qualified to develop the newest Sergeant Selection Process.

Although we believe that all key decision-makers are familiar with our previous work, we would like to take this chance to provide a formal proposal for this work. This letter describes our recommendations for undertaking development of job-related selection procedures for the 2003 Sergeant Selection Process. We hope this proposal provides information that will help you to reach a determination regarding retention of AON Consulting as consultants in this matter.

We believe you will find our firm qualified by virtue of our professional credentials, reputation for service, and practical experience in selection procedure design and validation assignments for both the public and private sectors. We believe that our previous experience in designing, developing and implementing the Los Angeles County Sheriff's Department 2000 Sergeant Selection Process provides the final confirmation of our ability to successfully complete the proposed 2003 Sergeant Selection Process project.

### **Our Understanding of Your Needs**

We understand that the Department is required to conduct the proposed Sergeant Selection Process using a process similar to that used for the 2000 Sergeant Selection Process. However, as described in the following section, the proposed work builds upon our learnings from the 2000 administration and consideration of constraints unique to this selection process cycle.

Related to this critical objective and the associated "deliverables" are several additional project goals. These include:



- managing the project in a manner that reflects thoughtful planning, effective communications, strong coordination with LA County Sheriff's Department participants and legal representatives, and effective use of resources,
- communicating with Class Counsel to ensure appropriate involvement and mutual understanding of project decisions and recommendations,
- where possible, and where there are appropriate internal LASD staff available, AON will train LASD personnel on how to assume responsibility for future tasks associated with the development and administration of future Sergeant Selection Processes, and
- adherence to applicable legal guidelines, professional standards and cumulative practice findings in the arena of selection procedure development, validation, and implementation.

As a first priority of project work, it is our understanding that the Los Angeles County Sheriff's Department requires administration of a new Sergeant Selection Process no later than 2004 to meet vacancy requirements.

We have structured our work plan and project staffing to provide for achievement of this target date, contingent, of course, upon the timely availability of required Sheriff's Department participants at various stages of the project (e.g., for participation in any data gathering, interviews, focus groups, advisory committee meetings, etc.). Achievement of the target date is also contingent upon beginning the project expeditiously.

### **The Proposed Approach**

Overall, the proposed Sergeant Selection Process and its components will differ from the 2000 Sergeant Selection Process only to the extent that:

- the Sergeant job has changed
- laws or procedures relevant to the Sergeant job have changed
- our analysis of the 2000 instruments or procedures shows that improvements in the content, format or administration or specific tools or the overall process would be appropriate. The threshold of any modifications would be that such improvements would:
  - add to the validity of the selection process,

- result in reduced cost or effort for the Department, and/or
- enhance the probability of meeting the objectives stated in Court Orders.

We believe the overall approach described in the following paragraphs reflects sound professional practice in this area and is based upon our previous experience with the 2000 Sergeant Selection Process and follow-on discussions with key stakeholders.

1. We propose to use the same three **types** of instruments as in the 2000 Sergeant Selection Process: Assessment of Promotability (AP), Oral Interview (OI), and Written Test (WT). Maintaining the use of these three instruments will facilitate the current project by minimizing the need for new design work or modification of training materials.
2. We propose to adopt as much of the **content** of these instruments as possible from that of the prior selection process. Exceptions to this approach will be made only if:
  - a. The review and update of the Sergeant job analysis supports making changes to the instruments because the attributes to be measured have changed
  - b. The outcomes of the administration of the prior selection process revealed the need for revision (for example, if certain WT items were excessively easy or difficult, and therefore did not contribute to the measurement of candidate job knowledge as intended)
  - c. The knowledge base of the Sergeant job has changed since the prior selection process as a result of new regulations, procedures, laws, etc.
3. As compared to the prior selection process, we propose to modify the **administration plan**, including the order of administration of the instruments, the method of combining scores from each instrument, the use of cut scores, and other procedural details. Such modifications will be made to be consistent with professional standards, legal defensibility, and to address the objectives of current Court Orders. These changes will also result in significant cost savings in LASD departmental personnel hours and coordination devoted to the project and will produce the same quality decisions.
4. We propose that a critical review of **minimum qualifications** to compete for promotion be undertaken.

Throughout the project, each design document, work product, research instrument, or analytic outcome will be reviewed with the Los Angeles County Sheriff's Department Steering Committee and Class Counsel (as required). This proposal does not include any outside technical advisor who might be involved by the Department or Class Counsel, if any such outside advisors are to be appointed. It is our opinion that such an outside advisor is not necessary to the success of the project from AON Consulting's perspective. While not specifically listed in the work plan, these review steps should be assumed.

### **Proposed Administration Process**

In the 2000 Sergeant Selection Process, some inefficient steps and features were adopted at the insistence of the Class Monitor. In this Proposal, AON describes a revised and more straightforward selection process that will build on the prior validation work to the greatest extent possible, and that will reduce the overall cost and the administrative effort required for implementation as compared to the 2000 Sergeant Selection Process.

The following section provides additional detail regarding the proposed selection process. We outline the steps below, and provide detail for each of these steps in the immediately following sections:

Step 1: Establish minimum qualifications and publish Bulletin announcing the Sergeant Selection Process

Step 2: Candidates self-nominate and apply for the Sergeant Selection Process

Step 3: Candidate packages are distributed to qualified candidates

Step 4: Written Test (WT)

Step 5: Appraisal of Promotability (AP)

Step 6: Oral Interview (OI)

Step 7: Commanders' Panel

Step 8: Final list published

***Step 1: Establish minimum qualifications and publish bulletin announcing 2003 Sergeant Selection Process***

For eligibility to compete in the 2000 Sergeant Selection Process, a minimally exclusive tenure requirement of two (2) years of service beyond date of appointment was adopted at the insistence of the outside Class Monitor. AON Consulting recommends that a critical review of the minimum tenure requirement for eligibility to compete in the 2003 Sergeant Selection Process be carried out as part of the current project. This review should consider the historical outcomes of the 2000 process, as well as whether increasing the required minimum would either create adverse impact with respect to protected groups, or pose practical constraints on the number of female Deputies projected to become available for promotion under the provisions of the current Court Orders. We found in the 2000 process, for example, that we processed many lower tenured candidates, at significant cost to the department with respect to person hours, and few, if any, of these candidates qualified. It is this type of review that we will conduct for the 2003 selection process.

AON Consulting recommends that substantially all design and validation work surrounding each of the steps in the 2003 Sergeant Selection Process is completed prior to publishing the Bulletin. Since we will not have the excessive third party review requirements that were in place for the 2000 selection process to contend with, we believe that we can complete the required review and development of the selection system tools prior to publication of the Bulletin. This will help ensure that the Department does not have to “backtrack” or publish amendments to the Bulletin. This will also set the stage for all candidates to know from the beginning what the actual steps, requirements and timeline will be.

***Step 2: Candidates self-nominate and apply for the Sergeant Selection Process***

Once the Bulletin is published, candidates have a window of opportunity to fill out an abbreviated County application form. This form will be the formal entry into the selection process. Once this form is received by Personnel Exams (PE) and qualifications verified, then candidate packages can be prepared.

***Step 3: Candidate packages are distributed to qualified candidates***

The 2003 Candidate Package will include comprehensive information about the complete selection process, including the formats of the selection procedures, and recommendations for preparation. For the Written Test, a comprehensive listing of source materials from which test questions are to be

drawn will be included, and representative sample test items will be provided. Our proposal assumes this package (potentially in electronic version to reduce expenses) and will be prepared by Personnel Exams with review by AON Consulting.

#### ***Step 4: Written Test (WT)***

All qualified candidates will be invited to take the Written Test. This instrument will cover specific laws, procedures and regulations, as indicated from the job analysis results. The test will be approximately 150 items in length, and will use a multiple choice format. A passing score cutoff will be recommended for the Written Test based on our analysis of your data. Individuals not achieving this score level will not proceed.

#### ***Step 5: Appraisal of Promotability (AP)***

The 2000 AP content will be updated as necessary for the current selection process, based on the results of job analysis. It is anticipated that many of the same items, as well as the existing rating format will be used for the current selection process.

For 2003, there will be a single supervisory rater of each candidate. This rater will be identified by the candidate's Command, subject to minimum criteria for length of supervisory relationship and recency of this relationship. The Unit Commander or designee will review each set of AP ratings prior to release of the AP to Personnel Exams. As is the case with the written test, a passing score cutoff will be recommended for the AP.

#### ***Step 6: Oral Interview (OI)***

As in the 2000 selection process, a structured, behavior-based interview model will be used. An extensive list of potential interview questions and topics will be provided in advance to all candidates, accompanied by guidelines on how to respond to interview questions. This approach, as used in the prior selection process, eliminated perceived or actual advantages to candidates who were scheduled to be interviewed later in the process. It also improved the detail and quality of information obtained during the interviews.

For the 2003 selection process, we recommend that the interviews be conducted and evaluated by a two-person panel, with the panels consisting of active duty LASD Lieutenants. A third panelist from an outside agency is not required in our opinion, as long as all interviewers receive appropriate training and monitoring and interviews are videotaped. We estimate that the interviewing process as a whole will require the service of approximately 20 interview panels for a period of two weeks.

For the 2003 selection process, OI proceedings will be videotaped for archival purposes, and for review in the event of appeal. Interview panels will evaluate each interview immediately following departure of the candidate, based on their notes and observations from that interview. LASD will assume prime responsibility for videotaping the interviews this year, although our contract will include a total of three days time on site for one of our media specialists to help with both the initial set up of the taping before the first day of the interviewing as well as for some of the actual taping days. We will also provide two on site days for a consultant to work with **Personnel Exams** during interview administration days, to answer any technical questions associated with interview administration and rating of interview responses.

### ***Step 7: Commanders' Panel***

The Commanders' Panel for promotion to Sergeant will evaluate packages for candidates who have passed through the WT, AP and OI. Eligibility for the Commanders' Panel will be based on the candidate Overall Score, which will be a weighted average of the scores from the three components. Banding based on these scores will be carried out consistent with County Civil Service regulations.

AON Consulting will provide all necessary scores for packages to be evaluated by the Commanders' Panel. **Our proposal assumes that Personnel Exams will oversee the actual distribution of information and oversight of the Commanders' Panel.**

### ***Step 8: Final list published***

### ***Step 9: Post-Administration***

Our proposal includes re-scoring of 6 "batches" of candidate appeals during the 12 months following the conclusion of the list publication. During this period of time AON will ensure that scoring programming is prepared and will conduct **up to 8 hours** training for a designated LASD staff member for future scoring so your staff can assume responsibility for handling ongoing appeals. This assumes that the designated staff person is already familiar with SPSS statistical software and has understanding of basic testing statistics and measurement concepts. Additional appeals re-scoring **beyond the 6 batches** can be provided by AON at rates shown in Exhibit C, should they be desired, as was the case now for handling 2000 appeals.

### **Proposed Work Plan**

We anticipate that the project will move through the following steps:

### ***Step 1: Project Initiation***

The initial phase of the project will involve establishing a detailed project plan and consulting team, agreeing upon timelines and “deliverables,” and reviewing background materials pertinent to the project. The key outcomes of this phase will be a complete work plan, acceptable to all project stakeholders. The step will also provide the AON Consulting team with project requirements, and sign-off on technical specifications for moving forward.

Among the general project tasks to be accomplished during this phase will be:

- Completion of a 1-day project kickoff meeting with Department leadership and legal counsel (Steering Committee) to review project plans, describe resource needs, establish milestones, and clarify specific roles and responsibilities,
- Execution of a half day meeting with Class Counsel (as required) to clarify objectives and expectations for the project as a whole,
- Identification of internal and external resources needed, such as expert panels for job analysis, selection system development and review, outside technical advisors, or other special contributors,
- Review of any new background materials and any changes to previous documentation relevant to the proposed Sergeant Selection Process. (Our pricing assumes that LASD will be responsible for gathering these materials).
- Development of communication memos for use internally in briefing project participants, and
- Final agreement on project management and reporting structure, including third party roles, as appropriate.

### ***Step 2: Job Analysis Review and Update***

The second phase of the project will involve conducting a review of any changes to the Sergeant position since the 2000 selection process. This process will involve input from the Department’s Subject Matter Experts (SMEs). A full job analysis will not be undertaken but the review will serve to supplement or modify the 2000 job analysis results. The 2000 job analysis will be assumed to still be relevant and current unless SMEs say otherwise. We realize that potentially some updating will be needed based upon anecdotal evidence that we gathered during the two years of designing and implementing the 2000 Sergeant Selection Process.

The key “deliverables” produced during this phase of the project will include documented review of the materials used in the 2000 Sergeant Selection Process against any current changes to the job or environmental factors that are relevant to the performance of the job.

Included among this step’s general activities will be:

- Review of the job descriptions, job analyses, and data produced from the 2000 Sergeant Selection Process.
- Confirmation of current Sergeant position activities and requirements through interviewing two, half-day focus groups with job experts (job incumbents, their supervisors, and other knowledgeable experts).
- Review of any new examples of work products, and obtain descriptions of new or changed job activities and KSAO (knowledge, skill, ability, and other characteristics) requirements, as well as indications that certain prior activities or KSAOs may have become irrelevant to the current job. (Our pricing assumes that LASD will be responsible for gathering these work products.)
- Conduct focus group with job experts to provide ratings for new or revised duty areas or knowledge, skill or ability requirements. This will include a formal “linkage analysis,” to verify that any new KSAOs identified in the review are not only important to the job in a general sense, but are also required in the performance of specific job activities, (i.e., “content validation” of the job analysis findings). Our pricing assumes one group of approximately 20 job experts will complete this activity.
- Analysis of any new data, with this being performed as an “overlay” of the 2000 Sergeant job analysis data to avoid readdressing aspects of the job that are unchanged;
  - for the Sergeant job, identifying the profile of key activities performed, KSAOs required, and performance expectations,
  - developing overall Sergeant position requirement.
- Use of “linkage” findings to weight the job’s updated KSAOs in terms of their overall importance.
- Preparation of a report on review procedures and results, including specification of the content domain and weighting strategy that will guide selection procedure design for the Sergeant position.
- One day formal review meeting with LASD Steering Committee.

It should be emphasized that the scope of work entailed in this step as well as in the subsequent project steps will be greatly dependent upon



the input of the job experts who conduct the job analysis review. In preparing our estimates of consulting level of effort, we have assumed, based on prior experience with law enforcement supervisory positions, and conversations with LASD, that substantive changes to the job over the 2000-2003 time frame will be modest in number. This level of change in the Sergeant job would then be reflected in relatively small changes in the content and focus of the selection instruments as compared to their 2000 versions. Should this assumption prove incorrect, the scope of this project will need to be adjusted accordingly.

### ***Step 3: Selection Procedure Revision and Validation***

The third phase of the project will involve translating the above-referenced review into a 2003 version of structured, validated selection procedures for the Sergeant positions. A content validation strategy will be followed for all instruments to be used, and will incorporate consideration of “less adverse alternatives,” review of alternative administration media, and analysis of the weighting appropriate for individual selection procedure components. The data and results from administration of the selection instruments in the 2000 selection process will comprise a key portion of this activity, with the objective of improving the measurement characteristics of these instruments where appropriate.

The deliverables resulting from this phase of the project will be the battery of 2003 selection procedures, updated validity evidence for these procedures, and administrative support tools needed to execute the procedures in a standardized, defensible manner. Included in the activities to be accomplished during this step are the following:

- Review of the 2000 selection procedures for the Sergeant position, along with the available technical documentation,
- Collection of Department-specific “source materials” for use in developing knowledge-based content, such as Departmental procedures, state and federal laws, general or special orders, etc. Although most of the materials will have not been changed, it is likely that some laws, rules and regulations will have been added, deleted or modified since the 2000 design. (Our pricing assumes that LASD will be responsible for gathering these materials).
- Use of the resulting job analysis review findings to develop, revise or update (as necessary) selection procedure content for the current selection process,
- Collection of job expert evaluations regarding item/instrument
  - technical accuracy/wording/terminology

- probable difficulty level and “reasonableness”
- keying of objective instruments/items
- linkage to job elements, and to “source document” content

Our pricing assumes that new job expert evaluations will be collected for all written test items, but only for those AP and OI items that are new or significantly modified.

- Preparation of a formal report on selection procedure design and revision/development (if undertaken) and methodology review.
- Review of the above results with Steering Committee.

Our specific expectations regarding the scope of work required for each instrument are as follows:

- *Assessment of Promotability:* Minor changes involving modification, deletion or addition of a few rating items are anticipated, with the nature of these changes being dictated by the results of the job analysis review. Based on feedback from users of the 2000 selection process, we contemplate reorganizing this instrument to place all items related to each rated dimension together. The rating format will be evaluated and may or may not be modified.
- *Oral Interview:* Interview question topics used in the 2000 selection process appeared to work well in soliciting the desired information from candidates. Absent significant changes in Sergeant job requirements no major changes in the content coverage, format, nature of questions, or interview rating process are anticipated.
- *Written Test:* Test items were developed for the 2000 selection process to cover a wide range of topics in the law, regulations and procedures relevant to performance of Sergeants. Two parallel versions consisting of 110 items each were prepared.

For the current selection process we propose to select from the pool of items used in the 2000 WT the best performing items. These will be given to a new expert panel for minor revision and technical review against current knowledge source materials. If required, a number of additional items that were developed but not used for the 2000 WT are also available for adoption. Our pricing assumes a two-day on-site meeting with 6 – 8 job experts to update and review existing items.

If new or substantially revised knowledge source materials are identified for use in the WT as a result of the job analysis review, an appropriate number of freshly developed items will also be generated to address this content. This would require several additional job expert meetings.

The overall objective of this process will be to design a single test containing approximately 150 items.

#### ***Step 4: Selection System Design***

We propose that the 2003 selection process be structured in a more conventional and cost-effective manner as compared to the process laid out in the 2000 selection process imposed by the Class Monitor. Specifically, the following concepts should be adopted:

- All three components (AP, OI and WT) should contribute to the overall candidate score. Weighting of component scores should be proportional to the coverage of important job content provided by each component, in keeping with well-accepted tenets of content validation.
- Cutoff scores should be used for each component. If only candidates from the top one or two bands of the Overall Score will ultimately be considered for promotion, a very low score on any one component will, in fact, be disqualifying.
- Components should be administered in order of increasing cost or level-of-effort. Assuming that modest cutoff scores are used at the conclusion of each component, and that some level of voluntary attrition will occur during the selection process, this strategy will greatly reduce the Department's personnel costs to administer the process as a whole. Based on the experience of the 2000 selection process, the suggested order of administration would be:
  1. Written Test (two hours, candidate time only)
  2. Assessment of Promotability (approximately one hour of supervisory time per candidate, plus Command-level review)
  3. Oral Interview (one hour candidate time, two total hours of Lieutenant time per candidate at approximately one hour per Lieutenant for the two members of the interview panel)

If a reasonable rate of voluntary candidate attrition is assumed over the duration of the 2003 Sergeant Selection Process, and a modest number of candidates are screened out at each step, we have estimated a potential savings of approximately 3,000 – 4,000 hours of supervisory time as compared to the administration of the 2000 Sergeant Selection Process.

#### ***Step 5: Preparation of Administrative Materials***

The fifth phase of the project will involve development of administrative support materials necessary to implement the components, as well as

actual administration of the 2003 Sergeant Selection Process following the partnership format as realized in the 2000 administration. The principal deliverables associated with this phase will include administration, training, scoring, and interpretation guidelines associated with the full package of procedures designed for Sergeant application.

Activities to be accomplished during this phase of the project will include the following:

- AON Consulting will review with appropriate LASD personnel the final Bulletin wording and scheduling of the entire selection process to ensure that the Bulletin accurately reflects the process.
- For each instrument, development of administration instructions, user guides, scripts, and other supporting documents will be developed to assure uniform administration to all applicants. Our pricing is based on the assumption that these will involve modifications of those materials previously used for the 2000 selection process.
- Development of “preparation guides,” including overview of the selection process, samples of the content and format of each selection procedure, advice on how to prepare for each procedure, and where appropriate, listings of job knowledge source materials that are the basis of selection procedure content. Sample written test items will be provided so candidates will know the types and formats of questions that will appear on the written test.
- Preparation of training materials and/or deliver training for departmental users of each of the procedures,
  - Assumes modifications of 2000 training materials, including video training aids for interviewer training (1 day video taping).
  - Assumes AON conducts 1 half-day train-the-trainer session for the AP
  - Assumes AON conducts up to 4 one-day training sessions for interview panels (maximum of 8 interview panels per class) and 2 days of practice/coaching by on-site consultant during actual interviews
- Provision of camera-ready copy of all instruments, administrative materials, etc. Our pricing assumes LASD will coordinate copying, assembly and distribution.
- AON Consulting will monitor the eligible pool of applicants at each step in the selection process, and will analyze the candidate pool to estimate projected numbers through the promotion process.

- Based on our assumptions regarding initial number of applicants, and voluntary attrition and screen-out rates, we estimate that the interviewing process will require approximately 10 days of interviewing and 1,000 to 1,100 interviews. Our pricing assumes AON will provide media consulting regarding the videotaping process for up to 3 days and an on-site consultant for up to 2 days to assist with issues concerning interviewing and candidate assessment and scoring. Our pricing assumes LASD will provide all equipment and staff for video taping.
- Written test administration
  - Assumes that LASD will schedule and coordinate administration of the written test with oversight provided by AON (assumes 2 days on-site). Our pricing assumes that any additional make-up testing days will be handled by LASD.
- Scanning or data entry of all resulting selection process data (AP, OI and WT)
- Preparation of a formal report describing preparation for and completion of selection process administration materials.
- Review with Steering Committee at one day on-site meeting.

- ***Step 6: Post-Administration Analysis and Report Preparation***

The final phase of the project will involve analysis of results produced by the administration of the new Sergeant Selection Process. The major “deliverable” during this phase will be a final score roster, along with written documentation necessary to integrate the results of the selection process administration into the report materials produced during earlier phases of the project.

Additionally, this phase will provide for AON Consulting’s availability to support the Department in any legal review, challenge or litigation that might result from using any of the tools produced during the course of this project. Activities to be accomplished during this phase of the project will include:

- Review with appropriate personnel to ensure compliance with Court Orders. (Our pricing assumes one-day on site review meeting plus an additional 8 hours of phone consultation time).
- Analyzing the results of the Sergeant selection process administration,
- Analysis of group demographics at each step of the selection process, and comparison to Deputy/applicant demographics,

- Completion of psychometric analyses, to include, as appropriate, item response analysis and review of reliability, difficulty, scale distribution characteristics, etc.
- Analysis of demographic subgroup performance, to include, as appropriate, item score differences, scale mean differences, potential adverse impact at various cut-offs, etc.
- Identification of any potentially flawed or biased items or content,
- Provision of any recommended adjustments to selection procedure scoring, or score interpretation, based upon the above evaluation,
- Recommendations on optimum use of selection procedure scores to achieve employment objectives, while maximizing the content validity and measurement accuracy of the overall process,
- Provision of applicant data and score rosters to the Los Angeles County Sheriff's Department reflecting implementation of finalized scoring procedures.

As previously noted, our pricing assumes that AON will provide rescoring for 6 batches of appeal candidates during the 12 months following the publication of the candidate list. Our pricing also assumes that we will set up programming for subsequent rescoring in SPSS and work with an LASD person for up to 8 hours so that subsequent scoring can be conducted by LASD personnel internally on a go forward basis. Other support for appeals can be provided on an hourly basis as required, as shown in Exhibit C.

## **Project Timeline**

In total, we anticipate that the steps culminating in a candidate roster will require approximately 46 weeks from the week of initiation as outlined in Exhibit B.

In total, the series of project steps, and the summary of key activities, outlined above provide AON Consulting's best estimate of the work that will be accomplished during the course of this effort. As noted earlier, we anticipate refinement and elaboration to this work plan as project activities commence. Further, and as a matter of general practice, we plan to maintain close contact with all parties involved in this effort to ensure that planning is accomplished in an orderly, professional manner and that all parties receive frequent, clear updates on project status from our staff. The completion of the project within this timeframe is highly contingent on the timely participation and/or approval of work products by LASD at particular points in the project.

## **Project Reporting**

AON Consulting will provide reporting on the project as follows. First, a report will be formally submitted to LASD upon completion of each of the major phases of the project. **Second, we will also issue monthly reports on the services to be provided for the following month.** Finally, upon completion of the project, reporting necessary to meet technical and legal documentation standards will also be submitted.

## **Project Management and Staffing**

AON Consulting has built its reputation by undertaking large-scale, technically demanding projects, consistently delivering results that meet client expectations. We believe AON Consulting is an organization whose size, resources, and base of experience qualify us to support the Los Angeles County Sheriff's Department in the 2003 Sergeant Selection Process.

Of particular importance to the current project is that the proposed project team includes many of the same people who designed and administered the Los

Angeles County 2000 Sergeant Selection Process. Others that will be a part of the project are seasoned in law enforcement selection and promotional procedure design, large-project management, and accomplishment of work in legally sensitive and litigation-rich environments.

Mr. Jeff Quinn will serve as Account Manager (referred to in the contract as Project Director) and for this project and oversee all contracting issues and ensure overall client satisfaction. Mr. Quinn will attend key project meetings and updates, and will be available as required to answer questions, concerns, and any other matters that arise among key stakeholders as the project proceeds.

Overall responsibility for project management will rest with Dr. Veronica S. Harvey, who will take the role of Project Director (referred to in the contract as Project Manager). Dr. Harvey is Assistant Director of Consulting Operations for AON Consulting's Talent Solutions Consulting Group and served as a lead consultant in the Los Angeles County 2000 contract. As Project Director, Dr. Harvey will oversee the overall project plan and all staff assigned to the project.

As in the 2000 Sergeant Selection Process, Mr. Bruce Ashton will assume Technical Advisor responsibility. Mr. Ashton has 25 years' experience in the design, development and validation of employee selection procedures. He plays an instrumental role within AON Consulting's initiatives to develop law enforcement selection procedures and is the architect of the group's *Protective Services Profile*™ screening tool. Mr. Ashton will assume responsibility for approving all technical design aspects of the project.

Additional Consulting Staff will include Mr. Neil Schulman, Senior Project Manager, and Ms. Theresa McNelly, Project Manager. Mr. Schulman was involved in the 2000 Sergeant Selection Process and has significant experience with large-scale projects and data analysis. Ms. McNelly was extensively involved in development and implementation of the interview training and administration for LASD's last administration. They will accomplish day-to-day project work product



design, data collection, analysis, administration, and related activities. Both have substantial professional backgrounds in this area.

Finally, the above team will be supplemented by other AON Consulting staff members as necessary to support data analysis, media design, administrative support, and related project needs.

### **Estimated Fees and Expenses**

The accompanying Exhibit C provides our estimates concerning the professional fees associated with design and development of the proposed 2003 Sergeant Selection Process. C provides information concerning key staff roles, as well as estimates concerning the number of professional hours to be contributed during the course of the project. Information concerning hourly consulting rates is provided, as well. It is important to note that hourly consulting rates have been discounted by 25% from our standard rates, in recognition of our past partnership and in keeping with prior discounts offered by the firm. Exhibit C also provides a pricing structure for processing appeals in excess of the contracted amount.

Cost estimates only address the activities described in this proposal, based on the assumptions outlined, for the duration of the defined project contract period. Any future additional professional time and expense for assistance associated with legal review, litigation, or comparable types of activities will be considered a separate matter. Such costs will be billed at the then current AON Consulting hourly billing rates for the personnel involved.

In addition, our pricing is based on the on the assumptions listed below. Should any of these assumptions prove to be substantially incorrect, we reserve the right to provide additional pricing for any significant project scope increases that result.

- Adequate administrative support will be provided by LASD for scheduling and communicating with job experts (e.g., focus groups, interviews, etc.).
- All space and equipment used for the **SME meetings** and selection process implementation will be provided and coordinated by the Los Angeles Sheriff's Department. This includes room set up,

audio visual equipment and equipment required for interview video-taping.

- Approximately 2,000 Deputies will apply for this selection process.
- Approximately 13% of these candidates will be female, based on the 2000 candidate pool (initial population of approximately 260).
- A cutoff score will be employed for each of the three selection process components, thus reducing the candidate pool somewhat at each step.
- At each step in the selection process where Deputies must directly prepare and participate (WT and OI), it is estimated that 10% of the remaining candidate pool will elect to withdraw or will fail to appear. Withdrawal will not occur differentially by gender.
- Only one version of the written test will be developed (no practice tests or alternate versions are needed in this administration).
- New job expert ratings will be collected only for 1) the written test items, and 2) any new AP or OI items.
- Our pricing assumes that LASD personnel will be assigned to shadow AON in all on-site activities for purposes of learning the administrative procedures whereby you may in the future take on responsibility for some of the development and administration responsibilities for subsequent promotion test administrations.
- The following table also outlines the anticipated LASD support that was anticipated when estimating fees:

<b><i>Project Activities</i></b>	<b><i>LASD Support</i></b>
<b>Project Planning &amp; Management</b>	<ul style="list-style-type: none"> <li>• Participation in planning meetings</li> <li>• Coordination with counsel</li> <li>• Management of all internal LASD personnel associated with the project.</li> <li>• Photocopying of documentation and other administrative support required on-site.</li> </ul>
<b>Job Analysis Review</b>	<ul style="list-style-type: none"> <li>• Collection of background information</li> <li>• Identification of participants for focus groups</li> <li>• Communication/coordination with job analysis focus group participants</li> <li>• Scheduling and set-up of meeting rooms (e.g., AV, refreshments, supplies such as paper, pencils, flipcharts etc.)</li> <li>• Collection of Sergeant work products (as needed)</li> </ul>

<b><i>Project Activities</i></b>	<b><i>LASD Support</i></b>
	<ul style="list-style-type: none"> <li>• Participation in presentation of findings</li> </ul>
<b>Selection Procedure Design and Validation</b>	<ul style="list-style-type: none"> <li>• Gathering of written test source materials</li> <li>• Identification of participants for validation focus groups</li> <li>• Communication/coordination with validation focus group participants</li> <li>• Scheduling and set-up of meeting rooms (e.g., AV, refreshments, <b>supplies such as paper, pencils, flipcharts, etc.)</b>)</li> </ul>
<b>Selection Process Administration</b>	<ul style="list-style-type: none"> <li>• All candidate communication and coordination</li> <li>• Preparation and distribution of applications</li> <li>• Provision of candidate data to AON</li> <li>• Preparation of bulletin (for AON review)</li> <li>• Screening of candidates for Minimum Qualifications</li> <li>• Communication and scheduling of written test including facilities.</li> <li>• Proctoring of written test.</li> <li>• Rater training for AP (AON will do train-the-trainer)</li> <li>• Preparation and distribution of rater training materials (based on originals provided by AON)</li> <li>• Coordination of AP rater selection process</li> <li>• Distribution, follow-up and collection of AP forms</li> <li>• Scheduling and coordination of candidates and facilities for Oral Interview</li> <li>• Selection and coordination of interview panels for interview training and interview administration</li> <li>• Coordination/arrangements for all AV equipment (e.g. video players)</li> <li>• Management of the Oral Interview process (An AON consultant will be on-site 2 days to answer assessment related questions and an AON media specialist will be on-site up to a maximum of three days leading up to and including interview administration to help with the video taping.)</li> <li>• Video-taping staff and equipment</li> <li>• Preparation of information packages for the Commanders' panel review</li> <li>• Coordination and scheduling of Commanders' Panel review</li> <li>• Publication of final list</li> </ul>

<i><b>Project Activities</b></i>	<i><b>LASD Support</b></i>
<b>Post Administration</b>	<ul style="list-style-type: none"> <li>• Coordination of and candidate response to all inquiries and appeals</li> <li>• Re-scoring of candidates beyond first 6 appeals batches (as noted in proposal)</li> <li>• Project management of LASD staff to ensure timely completion of selection process design &amp; administration</li> </ul>

In addition to professional fees, AON Consulting will bill, at direct cost, expenses associated with travel, telecommunications, data processing and related item. (Exhibit C includes a list of anticipated direct expense items). It is our experience that these out-of-pocket costs amount to approximately 20-25 percent of professional fees over the course of projects like that proposed. All such expense billing will be supported by appropriate documentation.

### **Why AON Consulting?**

Finally, we wish to reiterate AON Consulting's strong interest in working with the Los Angeles County Sheriff's Department in this important assignment. We believe we have assembled a team with the experience, technical skills and operational seasoning necessary to support this effort. Behind this staff are the resources of AON Corporation, a part of which is one of the world's largest management and human resources consulting organizations.

In summary, we appreciate the opportunity afforded by the Los Angeles County Sheriff's Department to be of assistance. We are prepared to commence project work expeditiously and to meet the Department's objectives. We look forward to further discussion.

# **CONTRACT FOR THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A SERGEANT SELECTION PROCESS**

## **EXHIBIT B PROJECT TIMELINE**

Phase/Activity	Week 1-2	Week 3-4	Week 5-6	Week 7-8	Week 9-10	Week 11-12	Week 13-14	Week 15-16	Week 17-18	Week 19-20	Week 21-22	Week 23-24	Week 25-26	Week 27-28	Week 29-30	Week 31-32	Week 33-34	Week 35-36	Week 37-38	Week 39-40	Week 41-42	Week 43-44	Week 45-46	Week 47-48	Week 49-50	Week 51-52	Week 53-54	Week 55-56
Initiation																												
Review of Job Analysis																												
Selection Procedure Revision & Validation *																												
Administration																												
Post-Administration																												

- Assumes 3 weeks following each selection process step for appeals.
- Timeframe is approximate and dependent on scheduling within LASD

**EXHIBIT D**  
**CONTRACTOR'S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Name and Title of Signer (please print)



**EXHIBIT E1**  
**SERGEANT SELECTION PROCESS**  
**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND**  
**CONFIDENTIALITY AGREEMENT**

\_\_\_\_\_  
CONTRACTOR NAME

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_



Contractor Name \_\_\_\_\_ Agreement No. \_\_\_\_\_

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I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this work order/contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**EXHIBIT E2**  
**SERGEANT SELECTION PROCESS**  
**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT**  
**AND CONFIDENTIALITY AGREEMENT**

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**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT**  
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Initials of Signer



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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACT FOR  
THE DESIGN, DEVELOPMENT AND IMPLEMENTATION  
OF A SERGEANT SELECTION PROCESS**

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**CONTRACT FOR  
THE DESIGN, DEVELOPMENT AND IMPLEMENTATION  
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**CONTRACT FOR  
THE DESIGN, DEVELOPMENT AND IMPLEMENTATION  
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**CONTRACT FOR  
THE DESIGN, DEVELOPMENT AND IMPLEMENTATION  
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## **CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**AON CONSULTING, INC.**

**FOR**

**THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A  
SERGEANT SELECTION PROCESS**